

RECEIVED  
CENTRAL FAX CENTER

NOV 19 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:  
Jonathan Dorfman

Application No.: 09/372,416

Group Art Unit: 2178

Filed: August 11, 1999

Examiner: T. V. Huynh

For: INTERNET ADVERTISING SYSTEM

**STATEMENT UNDER 37 CFR § 3.73(b)**

BEH Investments LLC, a Delaware limited liability corporation, states that it is the assignee of the entire right, title and interest in the patent application identified above, by virtue of a chain of title from the inventor of the patent application identified above, to the current assignee as shown below:

1. From: Jonathan Dorfman To: Flycast Communications Corp.  
The document was recorded in the United State Patent and Trademark Office at Real 010167, Frame 0961.
2. From: Flycast Communications Corp. (a California Corporation)  
To: Flycast Communications Corp. (a Delaware Corporation)  
The document was recorded in the United State Patent and Trademark Office at Real 017811, Frame 0238.
3. From: Flycast Communications Corp. To: Engage Technologies  
The document was recorded in the United State Patent and Trademark Office at Real 012077, Frame 0149.
4. From: Engage Technologies To: Engage, Inc.  
The document was recorded in the United State Patent and Trademark Office at Real 012592, Frame 0308.
5. From: Engage, Inc. To: BEH Investments LLC  
The document was recorded in the United State Patent and Trademark Office at Real 013936, Frame 0257.
6. From: Craig R. Jalbert, Liquidating Supervisor of Engage, Inc.  
To: BEH Investments LLC  
The document is being recorded in the United State Patent and Trademark Office. A copy of the document is attached hereto.

11/20/2006 TL0111 00000038 09372416

02 FC:2001

395.00 OP

11/20/2006 TL0111 00000038 09372416

03 FC:1464

130.00 OP

Application No. 09/372,416  
Statement under 37 CFR § 3.73(b)

Art Unit: 2178

The undersigned is duly authorized to act on behalf of Assignee.

Dated: November 19, 2006

Respectfully submitted,

Signature: /Benzion A. Wachsman/  
Benzion A. Wachsman  
General Manager, BEH Investments LLC  
(718) 928-2213

## ASSIGNMENT OF PATENT RIGHTS

This Agreement ("Agreement") is made and entered into by and between BEH Investments LLC, a Delaware limited liability corporation having an address at 1652 48<sup>th</sup> Street, Brooklyn, NY 11204, ("BEH") and Craig R. Jalbert, the Liquidating Supervisor (the "Liquidating Supervisor") of and on behalf of Engage, Inc., a Delaware corporation ("Engage") and five of its wholly owned domestic subsidiaries, which include among others, Flycast Communications Corporation, a Delaware corporation ("Flycast") (collectively the "Debtors"), the debtors and debtors in possession in the Chapter 11 bankruptcy cases styled *In re Engage, Inc., et al*, Case Nos. 03-43655-JBR through 03-43657-JBR, 03-43659-JBR, 03-43661-JBR and 03-43662-JBR (the "Bankruptcy Cases"), pending in the United States Bankruptcy Court for the District of Massachusetts, Western Division (the "Bankruptcy Court").

WHEREAS, pursuant to an agreement dated June 12, 2001 (First '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 08/787,979, now United States Patent No. 6,285,987 (the '987 Patent).

WHEREAS, pursuant to an agreement dated July 10, 2001 (Second '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/216,206 (the "'206 Application").

WHEREAS, pursuant to an agreement dated July 10, 2001 (Third '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/372,416, (the "'416 Application"). The '987 Patent, the '206 Application and the '416 Application are collectively referred to herein as the Patents.

WHEREAS, on or about February 20, 2003, Engage and BEH entered into a certain Patent Purchase Agreement and into a certain Assignment of Patent Rights (the "Patent Purchase Agreement" and the "'03 Assignment" respectively), pursuant to which, among other things, Engage assigned to BEH all of Engage's right, title and interest in and to the Patents and in and to all the inventions described therein;

WHEREAS, on or about June 19, 2003, the Debtors commenced the Bankruptcy Cases by filing voluntary petitions under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code");

WHEREAS, on May 20, 2004, the Bankruptcy Court entered a certain Order Confirming Debtors' Second Amended Plan Of Liquidation Under Chapter 11 of The Bankruptcy Code, Dated March 30, 2004, (the "Confirmation Order" and the "Plan" respectfully) pursuant to which, among other things, the Debtors' Bankruptcy Cases, upon effective date of the Plan, were deemed to be consolidated into a single proceeding, which as a result of such consolidation, all assets and liabilities of the Debtors are deemed to be merged, and any obligation of any of the Debtors is deemed to be one obligation of the consolidated Debtors;

WHEREAS, BEH has discovered an error in the First '01 Assignment, wherein Flycast was improperly named as "Orst, Inc., a California corporation" (Orst, Inc. was an old name for "Flycast Communications Corporation, a California corporation", which prior to the '01 Assignment had merged into "Flycast Communications Corporation, a Delaware corporation");

WHEREAS, BEH has further discovered an error in each of the Second '01 Assignment and Third '01 Assignment, wherein Flycast was improperly named as "Flycast Communications, a California corporation";

WHEREAS, the Liquidating Supervisor on behalf of the Debtors is desirous of abiding to and making fully affective the terms of the Patent Purchase Agreement;


NOW THEREFORE, upon the foregoing premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Liquidating Supervisor hereby agrees and covenants to the following:

1. The Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby acknowledges that Flycast was the assignor in the First '01 Assignment, the Second '01 Assignment and the Third '01 Assignment (collectively the "'01 Assignments"), and that pursuant to the '01 Assignments, Flycast assigned to Engage all of Flycast's right, title and interest in and to the Patents.

2. To the extent any of the '01 Assignments is found or held to be void or unenforceable, or to the extent that notwithstanding the '01 Assignments, the Patent Purchase Agreement and the '03 Assignment, BEH is not deemed or held to be the owner of the entire right, title and interest in and to the Patents and in and to all the inventions disclosed therein, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, does hereby sell, assign, and transfer to BEH, and its successors and assigns, the entire right, title and interest in and to any and all inventions that are disclosed in the Patents and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to all rights of priority resulting from the filing of said Patents, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby agrees that BEH, and its successors and assigns, may apply for and receive a patent or patents for said inventions in its own name, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby authorizes and requests the Commissioner for Patents to issue any and all Patents of the United States on said inventions to BEH as assignee of the entire interest.

3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law rules.

In Witness Whereof, the Liquidating Supervisor has duly executed this Agreement as of the date written below.

  
(Signature)

By: Craig R. Jalbert, as Liquidating Supervisor,  
of Engage, Inc., et al.

Date: 6/14/06

## ASSIGNMENT OF PATENT RIGHTS

This Agreement ("Agreement") is made and entered into by and between BEH Investments LLC, a Delaware limited liability corporation having an address at 1652 48<sup>th</sup> Street, Brooklyn, NY 11204, ("BEH") and Craig R. Jalbert, the Liquidating Supervisor (the "Liquidating Supervisor") of and on behalf of Engage, Inc., a Delaware corporation ("Engage") and five of its wholly owned domestic subsidiaries, which include among others, Flycast Communications Corporation, a Delaware corporation ("Flycast") (collectively the "Debtors"), the debtors and debtors in possession in the Chapter 11 bankruptcy cases styled *In re Engage, Inc., et al*, Case Nos. 03-43655-JBR through 03-43657-JBR, 03-43659-JBR, 03-43661-JBR and 03-43662-JBR (the "Bankruptcy Cases"), pending in the United States Bankruptcy Court for the District of Massachusetts, Western Division (the "Bankruptcy Court").

WHEREAS, pursuant to an agreement dated June 12, 2001 ("First '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 08/787,979, now United States Patent No. 6,285,987 (the '987 Patent);

WHEREAS, pursuant to an agreement dated July 10, 2001 ("Second '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/216,206 (the "'206 Application");

WHEREAS, pursuant to an agreement dated July 10, 2001 ("Third '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/372,416, (the "'416 Application"). The '987 Patent, the '206 Application and the '416 Application are collectively referred to herein as the Patents;

WHEREAS, on or about February 20, 2003, Engage and BEH entered into a certain Patent Purchase Agreement and into a certain Assignment of Patent Rights (the "Patent Purchase Agreement" and the "'03 Assignment" respectively), pursuant to which, among other things, Engage assigned to BEH all of Engage's right, title and interest in and to the Patents and in and to all the inventions described therein;

WHEREAS, on or about June 19, 2003, the Debtors commenced the Bankruptcy Cases by filing voluntary petitions under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code");

WHEREAS, on May 20, 2004, the Bankruptcy Court entered a certain Order Confirming Debtors' Second Amended Plan Of Liquidation Under Chapter 11 of The Bankruptcy Code, Dated March 30, 2004, (the "Confirmation Order" and the "Plan" respectfully) pursuant to which, among other things, the Debtors' Bankruptcy Cases, upon effective date of the Plan, were deemed to be consolidated into a single proceeding, which as a result of such consolidation, all assets and liabilities of the Debtors are deemed to be merged, and any obligation of any of the Debtors is deemed to be one obligation of the consolidated Debtors;

WHEREAS, BEH has discovered an error in the First '01 Assignment, wherein Flycast was improperly named as "Orst, Inc., a California corporation" (Orst, Inc. was an old name for "Flycast Communications Corporation, a California corporation", which prior to the '01 Assignment had merged into "Flycast Communications Corporation, a Delaware corporation");

WHEREAS, BEH has further discovered an error in each of the Second '01 Assignment and Third '01 Assignment, wherein Flycast was improperly named as "Flycast Communications, a California corporation";

WHEREAS, on June 14, 2006, the Liquidating Supervisor executed a certain Assignment of Patent Rights ("06 Assignment"), pursuant to which terms, all Patents and all inventions disclosed therein were assigned to BEH;

WHEREAS, the Liquidating Supervisor on behalf of the Debtors is desirous of making fully affective the intent of the Patent Purchase Agreement;

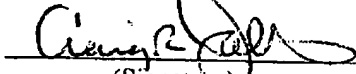
NOW THEREFORE, upon the foregoing premises and for further good and valuable consideration, the receipt of which is hereby acknowledged, the Liquidating Supervisor hereby agrees and covenants to the following:

1. The Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby acknowledges that Flycast was the assignor in the First '01 Assignment, the Second '01 Assignment and the Third '01 Assignment (collectively the "'01 Assignments"), and that pursuant to the '01 Assignments, Flycast assigned to Engage all of Flycast's right, title and interest in and to the Patents.

2. To the extent any of the '01 Assignments and '06 Assignment is found or held to be void or unenforceable, or to the extent that notwithstanding the '01 Assignments, the Patent Purchase Agreement, the '03 Assignment and the '06 Assignment, BEH is not deemed or held to be the owner of the entire right, title and interest in and to the Patents and in and to all the inventions disclosed therein, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, does hereby sell, assign, and transfer to BEH, and its successors and assigns, the entire right, title and interest in and to any and all inventions that are disclosed in the Patents and in and to any and all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to any and all rights of priority resulting from the filing of said Patents, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby agrees that BEH, and its successors and assigns, may apply for and receive a patent or patents for said inventions in its own name, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby authorizes and requests the Commissioner for Patents to issue any and all Patents of the United States on said inventions to BEH as assignee of the entire interest.

3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law rules.

In Witness Whereof, the Liquidating Supervisor has duly executed this Agreement as of the date written below

  
(Signature)

By: Craig R. Jalbert, as Liquidating Supervisor,  
of Engage, Inc., et al.

Date 7/12/06